

EXHIBIT 3

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP
Charles K. Verhoeven (Cal. Bar No. 170151)
2 charlesverhoeven@quinnemanuel.com
David Perlson (Cal. Bar No. 209502)
3 davidperlson@quinnemanuel.com
Melissa J. Baily (Cal. Bar No. 237649)
4 melissabaily@quinnemanuel.com
John Neukom (Cal. Bar No. 275887)
5 johnneukom@quinnemanuel.com
Jordan R. Jaffe (Cal. Bar No. 254886)
6 jordanjaffe@quinnemanuel.com
50 California Street, 22nd Floor
7 San Francisco, California 94111-4788
(415) 875-6600
8 (415) 875-6700 facsimile

9 Attorneys for Plaintiff WAYMO LLC

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 WAYMO LLC

14 Plaintiffs,

15 v.

16 UBER TECHNOLOGIES, INC.;
17 OTTOMOTTO, LLC; OTTO TRUCKING
18 LLC,

19 Defendants.

Case No. 17-cv-00939-JCS

**PLAINTIFF'S SUPPLEMENTAL
RESPONSES AND OBJECTIONS TO
DEFENDANT UBER TECHNOLOGIES,
INC. AND OTTOMOTTO LLC'S THIRD
SET OF REQUESTS FOR ADMISSION
(NO. 20)**

1 Pursuant to Rule 36 of the Federal Rules of Civil Procedure, Plaintiff Waymo LLC
2 (“Waymo”) hereby responds and objects to Defendant Uber Technologies, Inc. (“Uber”) and
3 Ottomotto LLC’s (“Ottomotto”) Third Set of Requests for Admission (Nos. 9-23). These
4 responses and objections are made based on its current understanding and on information
5 reasonably available to Waymo at the present time. Waymo reserves the right to supplement these
6 responses if and when additional information becomes available.

7 **GENERAL OBJECTIONS**

8 Waymo makes the following General Objections, whether or not separately set forth in
9 response, to each and every instruction, definition, and question posed in the interrogatories. By
10 responding to any of the requests or failing to specifically refer to or specify any particular
11 General Objection in response to a particular request, Waymo does not waive any of these General
12 Objections, or admit or concede the appropriateness of any purported request or any assumptions
13 contained therein.

14 1. Waymo objects to each request, and to the Definitions and Instructions, to the
15 extent that they purport to impose any obligations upon Waymo beyond the Federal Rules of Civil
16 Procedure, the Local Rules of the United States District Court for the Northern District of
17 California, and the Supplemental Order to Order Setting Initial Case Management Conference in
18 Civil Cases Before Judge William Alsup.

19 2. Waymo objects to the definitions of “Waymo,” “Plaintiff,” “You,” and “Your” on
20 the grounds the definitions are overbroad, unduly burdensome, and vague, including, but not
21 limited to, the extent that they include Alphabet Inc. or any Waymo subsidiary, subcontractor,
22 partnership, joint venture, or other business cooperation involving Waymo LLC, Google Inc.,
23 and/or Alphabet Inc., the present and former officers, directors, employees, agents,
24 representatives, accountants, financial advisors, consultants, and attorneys or other persons owned
25 or controlled by Waymo LLC, Google Inc., and/or Alphabet Inc., regardless of their affiliation or
26 employment.

1 3. Waymo objects to each request to the extent that they seek information protected
2 by the attorney-client privilege or the work product doctrine or that is otherwise privileged or
3 protected from discovery.

4 4. Waymo objects to each request to the extent that they seek information that is not
5 relevant to a claim or defense of any party or to the subject matter of this action and is not
6 proportional to the needs of the case, considering the importance of the issues at stake in the
7 action, the amount in controversy, the parties' relative access to relevant information, the parties'
8 resources, the importance of the discovery in resolving the issues, and whether the burden or
9 expense of the proposed discovery outweighs its likely benefit.

10 5. Waymo objects to each request to the extent that they are overbroad, unduly
11 burdensome, vague, and/or ambiguous.

12 6. Waymo objects to each request to the extent that they seek information that does
13 not already exist, or that is not in Waymo's possession, custody, or control.

14 7. Waymo objects to each request to the extent that they require Waymo to provide
15 information beyond what is available to Waymo at present from a reasonable search of its own
16 files likely to contain relevant or responsive documents and from a reasonable inquiry of its
17 present employees.

18 8. Waymo objects to each request to the extent that they seek confidential or
19 proprietary information, including without limitation, confidential business information,
20 proprietary and/or competitively sensitive information, or trade secrets. Subject to its other
21 General Objections, and to any specific objections set forth below, Waymo will only provide
22 relevant information in a manner consistent with the Protective Order entered by the Court in this
23 matter.

24 9. Waymo objects to each request to the extent that they seek information that Waymo
25 is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties.

26 10. Waymo objects to each request to the extent that they are unlimited in time or
27 otherwise not limited to a time frame relevant to this litigation and to the patents-in-suit, and
28 therefore burdensome, oppressive, overly broad, and not proportional to the needs of the case.

1 11. Waymo objects to each and every request to the extent that they call for a legal
2 conclusion.

3 12. Waymo objects to each and every request to the extent that they call for responses
4 that are the subject of expert testimony. Waymo will provide its expert reports pursuant to
5 deadlines to be set by the Court for the exchange of such reports and will supplement or amend
6 those reports as appropriate and as permitted by the Court.

7 13. Waymo objects to each and every request to the extent that they call for
8 information that is publicly available and therefore as accessible to Defendants as to Waymo.

9 14. Waymo objects to these requests to the extent that they are premature. Discovery is
10 ongoing and Waymo has not yet completed its investigation of the matters at issue in this action.
11 Waymo reserves the right to modify, supplement, change or amend its responses once Waymo has
12 conducted the necessary discovery and investigation.

13 15. Waymo responds to each and every request based on its knowledge, information
14 and belief based on its investigation as of the date of the response; however, Waymo's
15 investigation into the issues of this action remains ongoing. Waymo reserves the right to
16 supplement or amend its responses without prejudice pursuant to Rule 26(e).

17 16. Waymo's responses are not to be construed as an admission that any of the
18 requested information exists, that any information is admissible, relevant or proportional to the
19 needs of the case, or that any contention or assumption contained in the interrogatories, whether
20 implicit or explicit, is correct.

21 17. Waymo incorporates by reference its General Objections in each of the specific
22 responses set forth below.

23 **SPECIFIC REPONSES AND OBJECTIONS**

24 Waymo expressly incorporates the above objections as though set forth fully in response to
25 each of the following individual interrogatories, and, to the extent that they are not raised in the
26 particular response, Waymo does not waive those objections.

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1 **REQUEST FOR ADMISSION NO. 20:**

2 Admit that on June 20, 2017, a lawyer for Waymo inspected Uber's facility at 50 33rd
3 Street in Pittsburgh, Pennsylvania, including the computers of Scott Boehmke and John Bares, and
4 the work spaces of several LiDAR hardware engineers, including Scott Boehmke and Jim
5 Gasbarro.

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7 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

8 Subject to and without waiving its objections, Waymo responds as follows:

9 Waymo admits that on June 20, 2017, a lawyer representing Waymo inspected Uber's
10 facility at 50 33rd Street in Pittsburgh, Pennsylvania, including the computers of Scott Boehmke
11 and John Bares, and the work spaces of certain LiDAR hardware engineers, including Scott
12 Boehmke. Waymo otherwise denies the request.

13
14 DATED: August 30, 2017

QUINN EMANUEL URQUHART & SULLIVAN,
LLP

15
16 By /s/ Charles K. Verhoeven

Charles K. Verhoeven
Attorneys for WAYMO LLC